



Lisa Quiriones

## NEW FUNDS PUT TO WORK

# A BETTER DENTAL BENEFIT

PSC/CUNY Welfare Fund members will now have a choice between two plans, and either one will mean lower out-of-pocket costs. Which one is best for you? Take a look inside for the information you need to decide. In the last contract

campaign, the PSC fought hard to get CUNY to increase its contributions to the Fund – and won. Now that money will help bring down members' costs for dental care. Above, picketing outside negotiations in 2004. **PAGES 6-7**

### TESTING

## A new exam lands at CUNY

The Collegiate Learning Assessment (CLA) was first administered to CUNY students more than a year ago. But most faculty have never heard of it. **PAGE 9**

### FREE SPEECH

## Union defends members' rights

At College of Staten Island, Baruch and Kingsborough, the PSC has moved to stop college management from restricting PSC members' freedom to speak. **PAGE 5**

### VETERANS

## CUNY students back from Iraq

Hundreds of CUNY students have been sent to fight the war in Iraq. In this issue, a few of them talk about what it's like to return. **PAGE 8**



### BARGAINING

## PSC asks CUNY to start talks

PSC President Barbara Bowen has asked CUNY management to sit down at the negotiating table and begin to work towards a new agreement. **PAGES 3, 11**



LETTERS TO THE EDITOR | WRITE TO: CLARION/PSC, 61 BROADWAY, 15TH FLOOR, NEW YORK, NY 10006. E-MAIL: PHOGNESS@PSCMAIL.ORG. FAX: 212-302-7815.

# A process that lacks due process

● Prior to the January 2007 meeting of the Board of Trustees, CUNY faculty really must examine the procedures proposed in "Student Complaints about Faculty Conduct in Academic Settings." (See [www.soc.qc.cuny.edu/ufs/wizzs.html](http://www.soc.qc.cuny.edu/ufs/wizzs.html), bottom of page.) CUNY Central thinks we need procedures to avoid a public uproar such as Columbia University experienced when a few students charged faculty in Middle East studies with anti-Israeli bias.

CUNY's proposal mandates that the department chair serve as initial "fact-finder" following a student complaint. If a student or faculty member dislike the decision, either can appeal. An appeals panel will be composed of an academic administrator, a student life administrator, a student, and two faculty elected by the faculty senate. The grounds on which a student can bring a complaint are not defined.

I believe these procedures are dangerous. They demean the profession; they establish a system ig-

norning the old practice of "a jury of one's peers"; they invite mischief in a charged world of culture wars. For me, they awake disturbing memories of 1950s City College McCarthyism.

A biologist teaching evolution engages a devoutly religious student; a historian covering Middle East tensions is "imbalanced" for not taking one or another side....The thrill of classroom exchange becomes the chill of conformity.

Whatever problem this flawed process is designed to address, it has not yet arisen at CUNY.

Sandi E Cooper  
College of Staten Island  
& the Graduate Center

## Don't put the brakes on immigrant rights

● The PSC has taken strong, consistent positions in support of immigrant rights. So has our new Governor. We need to insure that there's no "slip 'twixt cup and lip."

The Coalition for Immigrants

Rights to Drivers Licenses, a coalition of over 60 unions, community groups and advocacy organizations of which the PSC is a founding member, has mounted a postcard campaign calling on Spitzer to stop the DMV from acting as an immigration agent, to insure that there remains one drivers license for all New Yorkers, and to insure that New York State opts out of the drivers license provisions of the REAL ID Act. This is a vital issue for a large number of CUNY students and their families.

As for the rest of us, let's face it: If the law discourages immigrants from going through DMV's licensing requirements, such as road tests and knowledge of traffic rules, New York's streets will be no safer – just the opposite. And everyone's insurance rates will rise.

Please sign one of these postcards when you have the chance. They will be collected and delivered to the Governor shortly after he takes office.

Jim Perlstein  
PSC Solidarity Committee

## Learning from Oaxaca teachers

● The teachers' union in Oaxaca, Mexico, has been fighting for higher wages, support for their impoverished students, equipment for their classrooms and repairs for their schools. When their struggle was met with state repression, teachers developed alliances with dozens of social movements, organized as a popular assembly, as well as with pupils' parents, university students, the community and sectors of the Mexican national political class, achieving their original demands by linking them to what was essentially a national referendum on social justice. The Oaxacan teachers have been able to capture the imagination of all of Mexico and much of the world by broadening their heroic struggle, connecting an under-funded education budget and the devaluation of teachers to the larger political and economic context. They have been effective because

they understood that a teacher's contract reflects the values and priorities of the society.

Reflecting on Oaxaca, I was reminded of the difficult contract campaign the PSC faced with an internal opposition that refused to embrace broader societal issues. By comparison with the Mexican teachers, this opposition came across as provincial and sectarian, focusing their anger almost entirely on wages and benefits alone – as if our faculty and staff salaries were unrelated to the values of our employers and the economic interests which run the political and legal system.

Peter Ranis  
York College & the  
Graduate Center (emeritus)

## Write to Clarion

Letters should be no more than 150-200 words in length, and are subject to editing.

## UNION-MADE

# A union guide to holiday shopping

By DABNEY LYLES

Those of you who have already finished your holiday shopping can pat yourself on the back and stop reading this column now.

But for the rest of us, here's a list of union-made gift options, all of which can be purchased with just a few clicks of the mouse.

Looking for books this holiday season? Forget Amazon.com, which has engaged in union-busting on two continents. If you're shopping online, try Powell's Books ([www.powells.com](http://www.powells.com)) – the largest unionized bookstore in America, and the only one that offers thousands of titles over the web. An alternative way to reach their site is from [www.powellunion.com](http://www.powellunion.com); prices are the same, but 10% of your purchase will go directly to the union's benefit fund.

For sweatshop-free, 100% union-made clothing take a look at Justice Clothing ([www.justiceclothing.com](http://www.justiceclothing.com)) or No Sweat Apparel ([www.nosweatapparel.com](http://www.nosweatapparel.com)). You can pick from a wide range of stylish gear including pea coats, dress shirts and Converse-style sneakers, all ethically manufactured. (For a longer list of union-made clothing brands and their websites, from t-shirts to three-piece suits, go to [www.unitehere.org/buyunion](http://www.unitehere.org/buyunion).)

## UNION ELECTRONICS

If you're giving someone a cellular phone, go to Cingular Wireless, whose employees have organized with the Communications Workers of America (CWA). In an industry where unionizing is actively repressed, Cingular is celebrated within the labor com-

munity because they publicly declare that they're "proud to be a union company."

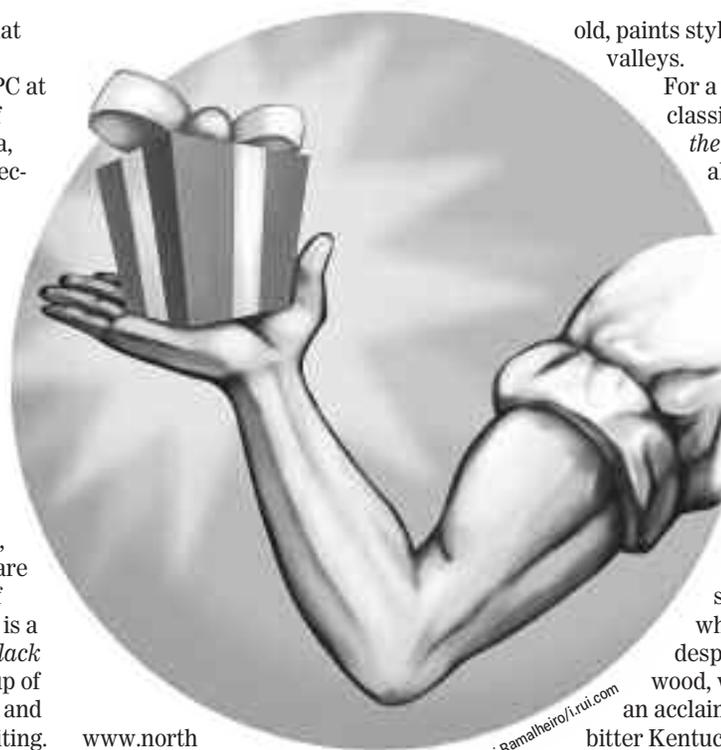
For a new computer, try Union Built PC at [www.unionbuiltpc.com](http://www.unionbuiltpc.com) a joint project of CWA, Utility Workers Union of America, and the International Brotherhood of Electrical Workers, Local 17. The company sells union-made laptops, desktop computers and servers over the Internet.

If you know any budding musicians who deserve professional instruments shop Guild Guitars for high-quality, union-made acoustic guitars ([www.guildguitars.com](http://www.guildguitars.com), which also lists stores in NYC that carry Guild-made instruments).

## KIDS AND CULTURE

For young kids, old favorites Scrabble, Etch-a-Sketch, and Radio Flyer wagons are all union-made. Among the thousands of children's books available from Powell's is a clever story with a union theme: *Click Clack Moo*, by Doreen Cronin. It's about a group of cows that find a typewriter in their barn and decide to express their grievances in writing. When Farmer Brown refuses to comply, the cows go on strike. You can find other gifts for kids at the AFL-CIO's online shop ([www.afl-cio.org/shop](http://www.afl-cio.org/shop)), including a Rosie the Riveter jigsaw puzzle and a bib for members of the "International Babyhood of Eaters, Soilers & Snugglers."

The Northland Poster Collective, the self-described "Mall of the Other America," is a great spot to purchase holiday cards. Go to



[www.northlandposter.com](http://www.northlandposter.com) for union-made and union-themed cards, posters, clothing and more. And check out Global Exchange's 2007 Peace Calendar, printed by union labor, at <http://store.gxonlinestore.org>.

The United Farm Workers is selling signed prints by Simon Silva at [www.ufwstore.com](http://www.ufwstore.com) (click on "Special"). Silva, who began working in the fields when he was eight years

old, paints stylized laborers, suns, fields and valleys.

For a union-themed gift, consider classic films like *Norma Rae*, *Salt of the Earth*, or *Harlan County USA*, all available on DVD. *Salt of the Earth* is based on a real strike against Empire Zinc Mine in New Mexico, and most parts are played by the strikers themselves. Notable for the role played by women, the film was blacklisted and denounced on the floor of the U.S. House of Representatives when it was released at the height of the McCarthy era. *Norma Rae*, starring Sally Fields, is the story of a young textile worker who helps organize her mill despite the odds, as told by Hollywood, while *Harlan County USA* is an acclaimed documentary about a bitter Kentucky miners' strike in 1973.

## PRO-LABOR PIZZA

Finally, if you have family around Pensacola, Florida, this holiday season you can send them an authentic union-delivered pizza. The eleven-member American Union of Pizza Delivery Drivers (AUPDD), which represents drivers at the Domino's franchise on Ninth Avenue (850-478-5056), is the first pizza-delivery drivers' union in the United States. You can find out how they won at [www.aupdd.org](http://www.aupdd.org), where you can also order an AUPDD hoodie and a matching mug.

## "Mall of the Other America"

# PSC asks for bargaining to begin

By PETER HOGNESS

On November 2, the PSC Executive Council voted to ask CUNY management to open negotiations on a new contract. President Barbara Bowen submitted the request to CUNY negotiators the following day.

"Even though colleges are still getting used to some of the new provisions in our current contract and

## Delegates to discuss demands

the union is still working to ensure that CUNY pays retroactive monies correctly," Bowen said in a letter to members, "the Executive Council decided that it was important to begin negotiations for the next collective bargaining agreement." The contract now in force expires on

September 19, 2007.

"We want to use the time between contracts to work on getting an agreement before this one expires," PSC Treasurer Mike Fabricant told *Clarion*. "We'd like to begin to move this forward, and if possible change the timing of when our contracts get settled." At the same time, he said, "we need to hear from membership about what they want in a new agreement. The union will have certain ambitions about what a settlement needs to contain."

### DEMANDS

Bowen said that the union leadership will "work democratically with the PSC membership to develop a list of demands." Under the PSC's constitution, contract demands must be approved by the Delegate Assembly, and the DA will have a preliminary discussion of demands on November 30.

The DA's decisions "will be informed by members' discussions in the chapters, by the experience of previous rounds of bargaining, and by the rich commentary offered by

faculty and staff during this Fall's 'listening campaign,'" said Bowen.

When *Clarion* went to press in mid-November, CUNY management had not yet responded to the union's request to start negotiations.

This summer the PSC helped form a bargaining coalition of municipal unions that includes more than half the municipal workforce, a move that many observers said had increased City workers' leverage (see the September *Clarion*). In October, Bowen was elected as one of the coalition's five co-chairs. Participation in the new group is to the PSC's advantage, Bowen told members, because "our settlement must be approved by both the City and the State."

But while the PSC will be affected by the terms of City settlements, Bowen said, it faces a different bargaining situation than unions in mayoral agencies: "We are required to bargain directly with our employer," Bowen noted. "For that reason, we have requested negotiations directly with CUNY." The better City workers' contracts are, the better for the PSC, she said – but the PSC is required by law to nego-

tiate a contract that receives both City and State approval.

### EXEC RAISES

In a move related to future bargaining on salaries, the October 26 PSC Delegate Assembly approved a resolution on the large pay hikes recently awarded to top CUNY executives by the Board of Trustees. Chancellor Matthew Goldstein led the pack with a \$45,000 raise, followed by increases of \$29,000 each for the presidents of CCNY and Hunter. Goldstein's raise was on top of a \$100,000 increase that he received three years ago – and the union's resolution noted that in percentage terms, this increase is far in excess of the raises received by faculty and staff.

The resolution concludes with a modest proposal: it calls on CUNY management to open the next negotiations by offering raises on this scale to the instructional staff, "the people who do the real work of the University." Until this happens, it suggests, managers who received larger increases than the CUNY faculty and staff on whose work they depend should return the difference.

### Time to start talks, says PSC



From left: Executive Council members Susan O'Malley, Lorraine Cohen, Peter Jonas, and Kathleen Barker, at the EC meeting on Nov. 2.

# Teachers' union settles with City

By PETER HOGNESS

On November 6, the United Federation of Teachers reached a contract settlement with the Bloomberg administration. The UFT Delegate Assembly voted overwhelmingly in favor of the accord on November 8, and sent it to the membership for a vote on ratification.

The 24-month deal provides for 7.1% in raises, after compounding, and would be in effect from October 2007 through October 2009. Members would get a 2% increase on the first day of the contract, October 13, 2007, and another 5% hike on May 19, 2008. The agreement also gives members a cash payment of \$750 in January 2007. The \$750 does not become part of base pay, but is pensionable. Overall, the raises are close to inflation.

### SPEEDY TALKS

The contract would also increase the City's regular payments to the UFT Welfare Fund by a total of \$135 per member, plus an additional one-time payment of \$166.67 per member.

The most notable thing about the settlement may be the speed with which it was reached. It marked the first time – ever – that the UFT and the City have reached a contract settlement before the previous agreement expired.

"This earlier contract provides real stability and certainty for our

## Deal close to DC37 terms

members and includes no more time, no givebacks and a raise for all our members that gets our most senior teachers to a milestone \$100,000," said the UFT's president, Randi Weingarten. By the end of the proposed contract, a teacher with three years' experience would earn \$54,730, while the maximum rate would reach \$100,049. A new longevity payment boosts pay by \$1,000 in teachers' fifth year on the job. Ballots go out in late November and will be counted on December 14.

This summer the UFT joined with other unions to form a bargaining coalition that included about half of the municipal workforce. The UFT settlement came in the wake of an October 19 bargaining session between the coalition and City negotiators, at which the coalition presented its demands. At that meeting the City's chief negotiator, Jim Hanley, said that he would not recognize the coalition as a bargaining partner, and would only bargain with each union separately.

The UFT and the sanitation workers' union then moved ahead as "two lead unions that would try to reach settlements with the City first," reported the UFT paper, *New York Teacher*. Coalition unions had shown strong interest in a quick settlement

with the City; an attempt to compel the City to bargain on a coalition basis through litigation would have made rapid agreement less likely.

Shortly after the coalition was first announced in June, City negotiators significantly improved their offer to the largest City union, DC37, and the two sides soon announced a new contract. Unlike the previous DC37 deal, this one contained no concessions.

While DC37 did not join the new coalition, many observers said that the information had increased DC37's leverage.

According to the civil service newspaper, *The Chief*, the demands presented by the coalition on October 19 included pay hikes of 13.6% over 32 months, plus increased Welfare Fund contributions. The DC37 agreement had been for 9.4% over the same length of time, and the UFT settlement, though rearranged and over a shorter period of time, followed the DC37 pattern. A teachers' union statement said that "the UFT sought to use that pattern aggressively."

"The coalition is going to stay together," Weingarten said after the UFT held its first individual bargaining session with the City on October 25. She said the new union alliance would continue meeting in order "to coordinate, support each other, and

help each union get a fair contract."

The Bloomberg administration has announced that it will seek concessions on health care in talks with the Municipal Labor Committee (MLC), the group of all municipal unions that Weingarten chairs. There was some speculation in the press that the UFT settlement might in some way be linked to those talks, but Weingarten said firmly that this was not the case. "As the chair of the MLC, we will always meet with the City to engage in ways to find affordable, quality health care," she told *The New York Times*. "There's no commitment beyond that."

### NO GIVEBACKS

Anti-union groups like the business-backed Citizens Budget Commission were not pleased with the UFT deal. "I think it's a big mistake managerially," said a disappointed Charles Brecher, research director for the CBC. "Why is he putting all this money on the table and letting them walk away, hoping that they'll be nice someday in the future?" Brecher complained to the *Times*.

PSC President Barbara Bowen rejected this call for health care cuts. "Public employees, whose salaries often do not match those in the for-profit sector, are entitled to excellent benefits," said Bowen. "The PSC is not interested in making concessions on health care that will hurt our members."

## Listening & planning

The PSC leadership continued its "listening campaign" in October and November. Executive Council (EC) members met with chapter leadership and spoke with rank-and-file members at BMCC, CCNY, CSI, Hostos, John Jay, Lehman, Medgar Evers, Queens and York. Most other campuses had been visited in September, so when *Clarion* went to press only a few remained.

Meetings were also held to hear concerns and ideas from the Retirees and CLT Chapters, and PSC Secretary Arthurine DeSola has organized sessions with rank-and-file HEOs on 10 campuses so far, with more to come. EC members have also held sessions with leadership and activists from various union committees, including the Academic Freedom, Diversity, Health and Safety, International, Part-timer Affairs, Peace and Justice, Solidarity and Women's Committees.

These listening meetings are providing input for a process of strategic planning that the union is carrying out this Fall. The October Delegate Assembly (DA) broke down into small groups for its second strategic planning discussion, and the EC held a second retreat to work on defining the union's options. Next steps in the process include meetings to discuss the union's strategic choices with chapter chairs and with PSC staff. — PH

# Contract enforcement roundup

By **NATHANIEL CHARNY**  
PSC Director of Legal Affairs

A constant part of the PSC's work is the defense of its members' rights through vigilant enforcement of the contract. Contract enforcement issues that arise from a violation of the rights of one individual can have broad implications affecting hundreds or even thousands of members.

The PSC has greatly increased its contract enforcement activity. Below is a summary of some recent PSC grievances, arbitrations, lawsuits and settlements that have strengthened the rights of the union's members. To find out how to contact a grievance counselor, on your campus or at the PSC central office, go to [www.psc-cuny.org/rights.htm](http://www.psc-cuny.org/rights.htm).

## OVERTIME FOR HEOS

The contract mandates that employees in all Higher Education Officer series titles are paid for a 35-hour work week and therefore may not be forced to work in excess of 35 hours in a week without additional pay. Beyond 40 hours per week, federal law requires that those who are not exempt be paid at time-and-a-half. (So far CUNY admits that Assistant to HEO and many HEa employees are not exempt.) The union has moved aggressively to enforce both the contract's 35-hour work week and the federal overtime laws for those in HEO-series titles – both through grievances and by going to court.

## NON-REAPPOINTMENT FOR FULL-TIMERS

● *Enforcing the notice of non-reappointment deadlines.* Several recent arbitration victories confirm, in strong language, that the contract's deadlines for notice of reappointment are mandatory. If a college misses the deadlines, or rescinds a reappointment after the deadline, the staff member must be given a prospective reappointment. (Deadlines for notice of reappointment that are soon approaching include **December 1**, for all tenure-bearing titles with two or more years of service.)

● *Non-reappointment may not be used as discipline.* A recent arbitration victory found that the non-reappointment process may not be used as a subterfuge for discipline, since this would deny union members the full due process rights of a disciplinary proceeding that are spelled out in Article 21 of the contract.

● *No place for bias.* In a remarkable case out of LaGuardia Community College, an arbitrator found that LCC President Gail Mellow's bias against a department chair played a role in a faculty member's non-reappointment and referred the matter to a select faculty committee. In other words, the arbitrator took the decision on reappointment out of the hands of a biased president, and entrusted it to a neutral panel of faculty members.

## Strengthening your rights

### NON-REAPPOINTMENT FOR ADJUNCTS

Vigorously enforcing the bargained-for rights of adjuncts has resulted in a dramatic change in the way adjunct faculty are compensated for contract violations related to improper non-reappointment or improper reversal of a reappointment. The union has secured an arbitration victory requiring a full, not partial, remedy to adjuncts whose rights have been violated.

### ANNUAL EVALUATIONS

The union has been successful in strengthening the contract's requirement that faculty evaluations be one-on-one meetings between the department chair and the faculty member and that the evaluation conference memorandum must be limited to a direct account of that give-and-take meeting.

### PERSONNEL FILES

All bargaining unit members have two personnel files – the personal file and the administration file – and the union has fought to protect the integrity of both. (The administration file contains records used only by the committees that determine reappointment and tenure. The personal personnel file contains your other records – records of observations, evaluations and other employment matters.)

When one department chair was ordered to turn over the contents of a member's administration file to someone other than the committees involved in reappointment, promotion and tenure, he refused until given a directive from the college's labor designee. The union brought the matter to arbitration and secured an arbitrator's award confirming the strictly confidential nature of the administration personnel file.

### SELECT FACULTY COMMITTEE

When a member's rights have been violated, and academic judgments of the president are involved, the contract may require that the matter be referred to a select faculty committee – a neutral panel entrusted with making a fair academic decision.

The union has successfully challenged two offensive CUNY practices in how these committees are administered. First, the union challenged management's practice of renaming proposed members of a committee who have already been rejected by the union and the member. Second, the union challenged the inclusion of a president's "reasons letter" (which details the reasons for non-reappointment with or without tenure) in the materials submitted to a select faculty committee, without some form of rebuttal from the faculty member.

On the eve of the arbitration hearings, CUNY relented and agreed to stop the practice of renaming rejected panel members. More notably, management agreed that all faculty will be given the opportunity to include a rebuttal to a president's reasons letter. (In order to take advantage of this, the faculty member must submit the rebuttal within 60 days of the issuance of the reasons letter – for promotions – or before the end of his/her employment with CUNY – for non-reappointments.)

### TERMINATION FOR JOB ABANDONMENT OVERTURNED

This case involved the college's interpretation of Article 9 of the agreement with regard to job abandonment when a faculty member was terminated by the college for failing to appear to perform her duties. The college had changed her status from sick leave to an approved special



PSC grievance counselors Danny Lynch, Howard Prince and Donna Gill.

leave of absence with medical benefits (SLOAC) and deemed her position abandoned after she did not submit a monthly doctor's note for two months attesting to her continued disability and inability to work. The arbitrator held that the termination violated the contract when the college failed to in-

form her that her change in status could lead to discharge. This case is important as it shifts the burden from the employee to the college to provide an opportunity to an employee to take whatever steps are necessary to secure their position prior to deeming a job abandoned under Article 9.

# CUNY's refusal to bargain OK, says Court of Appeals

By **PETER HOGNESS**

When CUNY management refused to negotiate with the PSC over issues of intellectual property, the union challenged that stand in court. Last year the Appellate Division of the New York Court system ruled unanimously in the PSC's favor, but on October 17 that decision was overturned by the state's highest court, the Court of Appeals.

"We are disappointed in the Court of Appeals decision," said PSC First Vice President Steve London. It leaves in place, however, the status quo ante with respect to PSC's bargaining rights and we may still demand to bargain over intellectual property. But, under the Court's decision, CUNY is not required to bargain with us."

### MANDATORY?

The union began this case with a favorable decision from an administrative law judge (ALJ) of the Public Employment Relations Board (PERB), who held that intellectual property rights are a mandatory subject of bargaining and said that CUNY had to negotiate with the union over compensation and the resolution of disputes after the expiration of the contract.

But that decision was overruled in 2004 by the statewide PERB panel, which is appointed by Governor Pataki. PERB said that Article 2 of the PSC/CUNY contract, which goes back to 1972 constituted an on-

## On intellectual property

going waiver of the union's right to bargain on intellectual property (IP) issues and survives the end of the contract. PERB considered portions of Article 2 to be a specific waiver of the union's right to bargain over terms and conditions of employment that do not contradict existing contractual provisions.

The PSC took the issue to state court, and last year the three judges of the state's Appellate Division sided with the union's view. London said that this decision had recognized the stated public policy of the Taylor Law, New York's law on public-employee labor relations, of encouraging collective bargaining over terms and conditions of employment. The Appellate Division said that Article 2 should not be seen as a perpetual waiver and that the effect of Article 2 ended with the expiration of the contract.

In contrast, the high court's decision this October ruled that this waiver continues in effect even after the contract's expiration date. It cited the "Triborough Doctrine," which provides for the protections of a public-sector contract to continue in place if no successor agreement is reached before a contract expires.

The earlier ruling by the Appellate Division pointed out that under

this interpretation of the law, "CUNY would have no incentive to renegotiate Article 2, since its power to change policies unilaterally would continue."

"The Court's decision is hostile to workers' rights and the right to collective bargaining because the decision's main concern was the preservation of the 'status quo' after

### Overturs ruling in union's favor

the expiration of a contract without considering the power dynamics encoded in that 'status quo,'" said London. "The Court's decision does not recognize the disadvantage to public em-

ployees of the Taylor Law, which takes away public employees' right to strike and does little to encourage public employers to engage in good faith bargaining."

"It is important for faculty and staff to be able to negotiate over working conditions rather than to see them imposed unilaterally," London said. University Faculty Senate Chair Manfred Philipp told *Clarion* he agreed. "The intellectual property rights of the faculty are some of the most important rights they have," said Philipp, "and this subject has to be part of the employment agreement." While Philipp praised the content of CUNY's current policy, he said "it was one that they could have negotiated – and should have."

# PSC defends free speech across CUNY

## Baruch tries to gag its staff

By CLARION STAFF

Baruch College management has ordered staff not to speak with the media unless they have permission from the school's Office of Communications and Marketing – but the PSC is demanding that the new policy be withdrawn.

"This policy violates the PSC and its members' rights to free speech as guaranteed by the First Amendment of the US Constitution," wrote Deborah Bell, the union's executive director, in a letter to Baruch's president. "The PSC will defend against any and all actions that you may take against PSC members who choose to exercise their...rights to free speech."



Stacey Miles

### OCTOBER MEMO

Baruch new policy is strikingly similar to one announced at LaGuardia Community College in No-

vember 2005, although LaGuardia's edict included faculty as well. In that case, management backed down soon after the PSC objected. Within a few

days, CUNY central administration had announced that the LaGuardia decree would only be "suggestive," and "not mandatory" (see *Clarion*, March 2006).

Baruch's new rule was announced in an October 17 memo, distributed college-wide. "Effective immediately, the following policy shall be required for non-faculty senior administrative, managerial, professional and support staff at Baruch College," the memo states. "Staff members who receive a media inquiry on a Baruch and/or CUNY matter must inform the reporter that it is college protocol for all press calls to go through the Office of Communications and Marketing (OCM)...Staff members should not agree to be interviewed unless they have cleared an interview with OCM...and informed their Dean or Vice President."

### Policy violates Constitution, says member

The gag order, which was said to have been "approved recently by the Cabinet," was justified by citing the need for "organizational safeguards" to ensure "that the media helps us to deliver the message of academic excellence."

Stacey Miles, a higher education assistant in the college's Affirmative Action Office, registered her objections immediately. "I believe this 'policy' violates constitutional rights and is nothing more than censorship," she wrote to Baruch's chief communications officer, Carol Abrams. "Speaking for

myself, I will not adhere to such a policy."

Miles urged that Baruch College hold itself to a higher standard. "In dialogue, there is not always agreement," she wrote. "There should be respect." She cc'd Chancellor Goldstein, and invited Abrams to share her response with senior administrators at Baruch.

"The important thing to me," Miles told *Clarion*, "is that the policy should be retracted." And that is exactly what the union's letter demands, urging a "prompt retraction of the press contact policy." At *Clarion* press time, Baruch management had not responded.

## Retaliation costly for CSI

By CHRISTINA INGOLLIA

After an initial jury verdict in his favor, Irwin Blatt, a retiree from College of Staten Island and a PSC grievance counselor for twenty years, was awarded \$170,000 in a settlement of his lawsuit against CSI. Blatt charged that the college had retaliated against him for speaking out when a colleague complained about discrimination.

Blatt worked at CSI for 34 years as a faculty counselor, and also taught courses in psychology and anthropology. He retired from his full-time position in Spring 2003, and was appointed to teach two courses as an adjunct the following Fall. "I was promised a full schedule in Fall 2003," Blatt told *Clarion*.

### INTIMIDATION TACTICS

Also in Spring 2003, Blatt testified on behalf of a colleague in her gender discrimination suit against the college. "I was testifying for someone who had won a civil court case against the University, a librarian who was also a PSC chapter officer," Blatt explained. Blatt had been her grievance counselor, and the fact that he testified in the case was widely known at CSI.

Three days before the Fall 2003 semester began, CSI Vice President for Student Services Carol Jackson called Blatt at his summer home. "She told me she knew I was testifying on my colleague's behalf, and then told me she couldn't offer me any hours that fall," Blatt said.

Blatt spoke to grievance counselors at the PSC office, and they filed a grievance citing CSI's failure to provide Blatt with proper notice. The case was clear-cut, said Diane Menna, a grievance counselor for part-time personnel and a PSC Executive Council member. "CSI offered to reappoint him for the [Spring 2004] semester," Menna said. "He worked those two classes in the Spring – and then he was not reappointed again." This time management followed standard procedure, so a similar grievance could



Irwin Blatt

not be filed. But Blatt believed he was still being singled out for his testimony the previous year, and he decided to go to court.

"This was a straightforward case of retaliation," said Blatt's lawyer, Geoffrey Mort. The Civil Rights Act bans retaliation for "protected activity," Mort explained: "Protected activity includes filing a discrimination case, helping others make a discrimination case or a reasonable belief that you know about discrimination

and then you report it to a superior or a government agency." Menna and PSC Director of Contract Administration Debra Bergen testified on Blatt's behalf during the trial.

### SUBSTANTIAL SETTLEMENTS

"The jury awarded \$80,000 for emotional distress," said Mort, "and the judge had to decide if back pay would be awarded." At that point, the two sides negotiated the final settlement.

Last year a \$1 million settlement was awarded to two HEOs at Queens College's Calandra Institute, also over a complaint of retaliation for a complaint about discrimination. Although the issues in each case were different, both of them send a clear message: your right to challenge discrimination is protected by law. "If CUNY retaliates against any PSC member," said Bergen, "there is a price to pay under the law and under the contract."

## Censorship blocked at Kingsborough

By PETER HOGNESS

Last Spring Patrick Lloyd, assistant professor of chemistry at Kingsborough Community College, was suspended from two online discussion lists at the college by the KCC administration. His crime? Lloyd circulated literature from one union caucus and expressed his views on the Spring PSC union election – and management claimed he had no right to do so.

But after the PSC filed an improper practice charge with the Public Employment Relations Board (PERB), Kingsborough reversed itself completely this October. In a victory for freedom of speech in electronic communications at CUNY, management signed a settlement agreement which states that all bargaining unit members at KCC have an equal right "to use their campus e-mail accounts, including the 'Full-time Faculty' and 'All Staff' lists, to comment on union elections, including comments specifically supporting a particular candidate or candidates." The college administration also promised that "no disciplinary action was or will be taken against Professor Patrick Lloyd for the incidents mentioned in the charge."

### UNION SPEECH PROTECTED

"This settlement makes clear that discourse about internal PSC elections is protected union activity, and that union elections are a vital part of the life of college campuses," said First Vice President Steve London, who chairs the PSC's Contract Enforcement Committee. "It is important for members to be informed,

and computer resources like listservs should be available to all sides. The union has an interest in protecting the right of all bargaining unit members to freely engage in political speech and electioneering, and we will defend it every time."

The dispute arose during the PSC election campaign last Spring, after Lloyd was suspended from the two listservs for posting comments in support of the New Caucus slate. KCC's provost told Lloyd he was no longer allowed to post to either list – a move that came shortly after Rina Yarmish, CUNY Alliance presidential candidate, complained to Lloyd's department chair and KCC president Regina Peruggi about Lloyd's use of the KCC listservs.

After a controversy erupted over the suspension, the CUNY Alliance slate distributed a leaflet which argued that too broad an interpretation of "free speech" would "allow professors unrestricted right to send anything they wanted, whenever they wanted, through faculty listservs." The Alliance contended that KCC had to "enforce its rules that faculty members not use the KCC faculty listserv to distribute political materials" – rules which the CUNY Alliance insisted were "common to all CUNY campuses."

The Kingsborough administration initially made the same argument – but after the union filed a charge of improper practice with PERB, management quickly began to back down. It became clear that there is no such policy across CUNY, and there was no such policy at Kings-



Patrick Lloyd

borough. "CUNY admitted that there was no written policy, and that the pronouncement by KCC Provost Suss about a 'policy' prohibiting political speech on the listserv was incorrect," London said. While the settlement is binding only at KCC, said London, "it sets an important example for other campuses."

### TAKING A STAND

"This case wasn't really about me as an individual," said Lloyd. Instead, he says, it shows that members speaking out is what makes the union strong. On his own, he explained, he might not have tried to overturn the suspension: "I might just have let it go. But I told several people on my campus what had happened, and they were outraged. They said, 'We can't allow this to happen.'" The union was able to win this legal victory, Lloyd said, "because individuals went out on a limb by taking a stand in public."



Peter Hogness

In the last contract campaign, thousands of PSC members sent postcards and faxes, signed petitions and made phone calls to say that restoring the Welfare Fund had to be part of any contract settlement.



Gary Schoichet

When CUNY negotiators suggested cuts in retiree benefits, the PSC bargaining team rejected the idea in the strongest terms. But what made management listen was the actions of members away from the bargaining table: above, retirees take their message straight to the Board of Trustees.



Lisa Quiñones

Above, Paula Whitlock of Brooklyn College discusses the improvements to the dental benefit at an October 2006 meeting of the Welfare Fund Advisory Council.

# New dental benefits

By PETER HOGNESS

Trustees of the PSC/CUNY Welfare Fund have approved a package of improved dental benefits for full-time instructional staff, effective January 1, 2007.

Two different kinds of coverage are available under the new plan, and members have until December 12 to make their choice. One option is an enhanced version of the current Guardian plan, with higher reimbursements. The other is a completely new option: Delta Dental, a health maintenance organization (HMO) for dental care. Guardian offers a wider choice of dentists, while Delta Dental generally offers lower out-of-pocket costs. Orthodontia coverage is now included in both options.

## DEADLINE

To choose Delta Dental, members must submit a form by December 12. Members who take no action will

## Two options: one new, one improved

remain in the Guardian plan, with improved coverage. "With either choice, our members will spend less on dental care," said Steve London, PSC First Vice President and the Welfare Fund's Executive Officer. "This is a welcome change."

The improvements were made possible by the union contract ratified this summer, which required CUNY to increase its payments to the Welfare Fund. "Every member who signed a postcard, made a phone call or came to a rally during the contract campaign deserves our thanks," said London. "We were only able to win this increased funding because members were willing to act."

"Members told us that they needed an improved dental plan, and we told CUNY we wouldn't sign a contract without a major increase in their WF

contributions," PSC President Barbara Bowen told *Clarion*. "CUNY suggested that we cut benefits for retirees, but we refused to go down that road. Instead, the PSC became one of the few unions in this period to win an *increase* in health benefits."

Under the enhanced Guardian plan, all members will get the higher level of reimbursement that was

## Make your choice before December 12

previously available only to those who purchase an optional "buy-up" rider. Now, everyone in the Guardian plan will be paid at this higher level with no extra charge. In addition to the reimbursements, those who enroll in the Guardian plan will continue to get lower, discounted fees from Guardian participating dentists.

Under Delta Dental, a managed-care plan, there are no claim forms

# FAQs on the improved dental

By STEVE LONDON  
PSC First Vice President

## What is the new dental benefit?

Under the new dental benefit, all full-time instructional staff can choose between two options:

- 1) an enhanced version of the current Guardian plan, or
- 2) a completely new option, the Delta Dental HMO.

If you decide to remain in the Guardian plan, you will still have the choice of using a Guardian participating dentist or going out of the Guardian network. If you choose the Delta Dental HMO, you will be limited to using a Delta participating dentist in order to receive a benefit.

The PSC-CUNY Welfare Fund will pay for members' access to one or the other of these plans.

## How do I sign up for the new benefit?

If you do nothing, you will automatically be enrolled in the enhanced Guardian plan. If you wish to sign up for the new Delta Dental HMO, you must send an enrollment form to the Welfare Fund by December 12, 2006. The Fund is mailing a packet of information and enrollment forms to each member at their home address. Campus benefit officers and the Fund office will also have enrollment forms. If you have not received an information packet by December 1, please contact either your campus benefits officer or the Welfare Fund.

## How has the Guardian plan been enhanced?

The old Guardian plan had three

components: 1) discounted fees offered by Guardian dentists; 2) a basic reimbursement schedule for each procedure applied to either the discounted fees of Guardian dentists or to the higher fees of non-participating dentists; and 3) an optional "buy-up" rider that members could purchase to provide a richer reimbursement schedule. This "buy-up" increased the reimbursements for major and basic care by about 400%, and had an annual cap of \$1,500 per covered person.

## An enhanced Guardian plan, or the new option of Delta Dental

The enhanced Guardian plan gives *everyone* in the plan the higher reimbursement schedule previously available only to those who purchased the optional rider. There will no longer be a \$1,500 cap. This means that members

who have been paying for additional levels of coverage will no longer have to pay extra, and members who were in the basic plan will see reimbursements go up by about 400%. So the new Guardian plan has just two parts: 1) discounted fees offered by Guardian dentists; 2) a higher reimbursement schedule that can be used for both in- and out-of-network dentists.

## How does the Delta Dental HMO work?

Similar to a medical Health Maintenance Organization, dental HMOs enroll members into a managed-care plan in which dentists are paid on a per-capita basis. The Welfare Fund will pay the per-capita charge for members who choose Delta Dental. In addition, the member

will be responsible for paying a specified fee for the services delivered by the dentist, but this fee is much reduced from the normal price (see chart for examples). The members payment for most preventive procedures and a few basic procedures (e.g. a one-surface silver filling) is *nothing*.

Delta Dental participants will select a primary-care dentist from the Delta Dental panel. This dentist will manage your care within the network, referring you to specialists when needed. If you do not like the Delta dentist you chose, you will be able to change to another primary-care dentist.

## How is the Delta Dental HMO different from the Guardian plan?

There are three major differences between these two plans:

1) *Cost*. For most dental procedures, Delta Dental will be less expensive than services delivered by Guardian or non-participating dentists. (See chart for some comparisons.)

2) *Choice of dentists*. The Guardian plan offers a greater choice of participating dentists than Delta Dental, as well as greater choice of and access to specialists. The Guardian plan's reimbursement schedule can be used with dentists both in and out of the Guardian network.

3) *Method of payment*. Delta Dental has no forms to fill out and no waiting for reimbursements. The charge you see on the schedule of copayments is what you owe the dentist. Under the Guardian plan, you get a discounted fee when you use a Guardian dentist or pay a higher fee when you go to a non-participating dentist. Afterwards, the Welfare

# t announced

## proved

or reimbursements. Members sign up with a primary care dentist in the Delta Dental network and are charged a set co-pay for each procedure. To see a specialist, you must first go to your primary care dentist. Members know the exact price for each procedure in advance, and out-of-pocket expenses are lower. Under Delta Dental, members are eligible only for in-network treatment.

### PRIORITIES

These improvements come after a period in which the Welfare Fund faced major financial difficulties – the result of a gap between rapidly rising costs, particularly for prescription drugs, and CUNY’s contributions. This problem was long-standing, and came to a head in 2002. In a series of meetings in 2002-3, members said their top priorities

were to maintain strong prescription drug coverage and continue coverage for retirees. Those goals were met when the Fund’s benefits were restructured in 2003, but members’ out-of-pocket dental costs significantly increased.

Stabilizing the Welfare Fund and improving dental coverage were key goals of the PSC in the last round of negotiations. In the end, the union negotiated a 20% increase in CUNY’s annual contributions to the Fund, plus a one-time \$31 million contribution to rebuild the WF reserve. “These funds allow us to continue providing benefits to actives, retirees and eligible adjuncts,” said London. “But nothing is forever. Given the national environment, adequately funding existing benefits will require a continuing struggle in each round of bargaining. Winning much-improved dental benefits is a significant achievement in that fight.”



Lisa Quinones

In April 2004, PSC members rallied outside negotiations to tell management that the dental benefit had to be improved – and that CUNY must increase its Welfare Fund contributions to make this possible. Above, Karen Miller of LaGuardia.

# benefit

Fund (through Guardian) pays you a separate reimbursement.

### Is orthodontia care covered?

Yes – this is part of the enhanced coverage. The Guardian plan will cover only adolescent orthodontia. Delta Dental covers both adolescent and adult orthodontia. Both of these plans will provide you with greatly reduced out-of-pocket orthodontia expenses. If you choose to go to a non-participating dentist and you are in the Guardian plan, you will be reimbursed for orthodontia procedures at the rate of 25% of the Guardian discounted rate. Depending on your orthodontist’s billing pattern that reimbursement will be approximately \$700 to \$800.

### Do I really save money when I use a Guardian dentist?

Yes. About 50% of our members currently use Guardian dentists. Analysis of aggregate data from actual utilization patterns shows that members receive, on average, a 35% discount from a Guardian dentist’s usual fee. If you add to that the reimbursements provided by the Welfare Fund, members using Guardian dentists currently pay 45% of the usual cost of dental procedures. In contrast, members using non-participating dentists pay 84% of usual fees. Under the new enhanced schedule of reimbursements, we expect the percentage of usual fees paid by members to decline.

### Can I be in both the Guardian plan and the Delta Dental HMO?

No. You may enroll in only one or the other plan. Each year there will be an open enrollment period in the fall

when you may switch plans. To enroll in Delta Dental now, you must take an action and return the Delta Dental enrollment form by December 12. Otherwise, the Fund will automatically enroll you in the Guardian plan.

### How many participating dentists are in each plan? How do I find one?

Guardian has 6,600 participating network dentists in areas where our members live, while Delta Dental has fewer than half that number. While these numbers are indicative of access, they really say little about how many dentists are available to you as an individual. The best way to find out about your access to network dentists is to go to the Delta Dental and Guardian websites and see which dentists are near your home or work.

Delta Dental: [www.midatlanticdeltadental.com](http://www.midatlanticdeltadental.com) (select a state then go to “Dental Directory”; the plan is DeltaCare USA.)

Guardian: [www.glic.com](http://www.glic.com) (go to “Doctors/Dentists,” then “Find a Dentist”; the plan is “Dental Guard Preferred.”)

### Are the Delta Dental and Guardian dentists high quality?

Both Delta and Guardian have quality assurance programs. Many of our members have used and are satisfied with Guardian dentists. We are new to Delta Dental, but the Delta Dental HMO is a popular benefit currently offered by Citigroup, New York State United Teachers, the UNITE Staff Benefit Fund, and many others. You will not, however, be alone in finding quality dentists. The Welfare Fund will conduct satisfaction surveys, follow up on member complaints, and analyze utilization data to be sure that Delta Dental and Guardian dentists’ practice are within acceptable norms,

and the Welfare Fund will initiate a member-to-member referral page on its new website (forthcoming before the end of the year).

### Will adjuncts be able to participate in Delta Dental?

The Welfare Fund is in discussions with Delta Dental to see if this can be

arranged. All the information is not in yet. So, for now, the Delta Dental HMO will only apply to full-time in-service members and retirees.

### Will I be getting more information to help me choose between dental plans?

Yes. The Welfare Fund is mailing

out information packets that contain detailed explanations of each plan, cost information, information sheets on how to compare the plans, and enrollment forms. If you have not received this information packet by December 1, see your campus benefits officer or call the Welfare Fund (212-354-5230) to get one.

## New dental options: Your choice

### What you'll pay out of pocket

Dentists' average charge*	Delta Dental Option (Dental HMO)	Guardian Option - Participating Dentist (after dentist's discount plus WF reimbursement)	Guardian Option - Non-Participating Dentist** (after WF reimbursement only)
<b>PREVENTIVE</b>			
Periodic Examination	\$65	\$0	\$7
Intraoral X-Ray	\$155	\$0	\$17
Bitewing X-Ray – two films	\$45	\$0	\$5
Adult Cleaning	\$129	\$0	\$12
Child Cleaning	\$93	\$0	\$9
Child Prophy and Fluoride	\$117	\$0	\$13
<b>OTHER SERVICES</b>			
Amalgam – two surfaces	\$210	\$0	\$46
Root Canal-Molar	\$1,173	\$180	\$353
Osseous Surgery	\$1,067	\$250	\$362
Crown-porcelain/ High metal	\$1,370	\$195	\$608
Complete Denture – upper	\$1,540	\$225	\$740
<b>ORTHODONTIC</b>			
Comprehensive Ortho Treatment – transitional	\$3,500	\$1,950	\$1,960
Pre-Ortho Treatment Visit	\$350	\$200	\$187
Ortho Retention (removal of appliances, place retainer)	\$600	\$0	\$319

\*Average charges means the average charge of all dentists for a procedure in zip code 10001. Actual dentists' charges may vary from the charges illustrated above.

\*\*Members' out-of-pocket costs with non-participating dentists are the average charges minus the Fund reimbursement.

# Iraq vets return to CUNY

By FERNANDO BRAGA

## Students and soldiers

Carolina Silvario was on the bus heading home from an evening class at City College when her cell phone rang. It was her squad leader from her Army National Guard unit, the 140th Quartermaster Company. They were being activated for duty in Iraq and needed to leave for training in five days. "I didn't believe it. I didn't believe it was actually happening," she recalls.

Surprised and stressed, Silvario went to school the next day to withdraw from her classes. With the help of the Veterans Administration representative at CCNY she received a full refund.

She packed, said goodbye to her mother and sister, and five days later found herself in Fort Dix, New Jersey, training for combat. "I felt so scared," she says. "I didn't know if I was going to come home alive." She didn't agree with the war – but when it comes to military life, Silvario explains, "I just do what I'm told."

Silvario, 26, is one of hundreds of CUNY students who have been mobilized for service in Iraq. Five CUNY students – Jim Prevete, Segun Fredrick Akintade, Francis Obaji, Min Soo Choi, and Hai Ming Hsia – have been killed in the conflict. Many more have returned from a combat zone to CUNY classrooms. These are some of their stories.

### FROM COLLEGE TO COMBAT

At her base near Tikrit, Silvario maintained military showers, performed guard duty and secured the front gate. She didn't leave the base often, but says that the area was "mortared left and right, every single day."

Most mortar shells missed the base completely, but two landed too close for comfort. One shell blast near her shower station sent her running for a bunker. Another nearly knocked down the dining tent while she was inside. But Silvario does not consider herself to have been in combat. "I never had to engage my weapon. I never had to kill anybody." Based on her training, she thought it would be worse.

In Fall 2004, three semesters after leaving CCNY to serve in Iraq, Silvario returned to school. When it came to receiving her military educational benefits, "everything was really smooth" – but she adds that 12 months of danger, anxiety, and anger at being away from home developed into post-traumatic stress disorder (PTSD). For Silvario, PTSD included short-term memory loss, making her classes more difficult.

Silvario says she wasn't able to remember what her professors said moments after they said it and no professor ever noticed. After several months, she regained her short-term memory, but



Michael Harmon is back from Iraq, and studying respiratory therapy at Borough of Manhattan Community College.

her schoolwork had suffered. "I passed, but my grades weren't good enough," she says with regret. Despite the obstacles she faced, Silvario graduated from CCNY this past June with a degree in landscaping and architecture. She tells *Clarion* that she hadn't told her professors about her memory difficulties because "I didn't think it was a big problem."

### LUCK & LAND

"I almost got killed on my birthday," Ali Aoun says in a matter-of-fact tone. It was August 20, 2004, and the 22-year-old soldier in the Army National Guard was inside his small Army base in Baghdad. Aoun says that as he was walking, a mortar fell to the ground several feet away – but, instead of exploding, it bounced away and lay silent. It was a dud.

An average day was less dramatic. Aoun says he spent most of his time in Iraq sitting around, smoking and talking about nothing in particular with other people in his unit.

Aoun remarks that the war in Iraq "is colonialism all over again." He recalls that his 1st Sergeant would refer to the Iraqis as "Indi-

ans," – as in "cowboys and Indians" – and would tell his troops, "The Indians are out to get you." But Aoun says he is not anti-military, and that most civilians don't understand or appreciate why the sacrifices of US troops are necessary.

Without US military interventions, he believes, the American economy would falter and the US standard of living would be at risk. "Only terrible things can bring about stability and power," he explains. "Through our blood all this is possible."

Coming home, Aoun says, felt "like someone lifted a stone off my chest." The reason was simple: "I didn't have to worry about dying anymore." The spring semester of 2006 was 22-year-old Aoun's first term at Borough of Manhattan Community College (BMCC). He had no problems getting his GI Bill benefits, and says that compared to Iraq, being a student is easy.

But Aoun often feels out of place among civilians. He tells *Clarion* he's angry that most people in the US don't give much thought to the war. He mentions a recent poll, which found that many Americans couldn't find Iraq on a map. "People are absorbed in superficial

things," he says – and the average person "doesn't want to know anything beyond his own nose."

### ON PATROL

Anibal Lugo, 26, spent his first Thanksgiving in Iraq on patrol. When US convoys received fire, they would return fire and speed off. But Lugo said it was his job to stay behind with a response team to engage and destroy the enemy. He recalls he once spent three hours in a firefight.

"I was in an environment where people were being killed and people were trying to kill me," he says. "Bombs were being dropped on me."

Lugo's unit, the 69th Infantry Regiment, based in the armory across the street from Baruch College, lost ten soldiers. Nine more were killed from a Louisiana unit that served along side them.

"You've still got memories at the back of your mind," he says. "Till this day I still look back and get scared."

Lugo survived Iraq and came back to continue his education at John Jay. He says he expected counseling services for veterans at John Jay, or a simple memorial, but says he saw neither type of recognition. Lugo says, "They should have an office at John Jay to sit down with someone who comes back from Iraq."

He says adjusting to civilian life on his own was not easy – but he's wary of being stereotyped: Did it screw me up? No. Did I acclimate right away? No.

Lugo says he wants to ask professors, "Can you be me? Can you leave your family...on hold for two years, stop all ties with civilization for two years and then start over? Get shot at, pick up dead bodies, get back and get over it and be me?"

"We're giving up our rights so someone can teach [about] rights," he says. "If there were no guys like us protecting the US, there would be no colleges."

Lugo says only one professor, a Vietnam veteran who spotted the Army insignia on his ring, recognized and appreciated his service. While studying at John Jay, Lugo is also an officer of the NYPD.

### MEDIC

Michael Harmon, a student at BMCC, says he will not be going back to Iraq voluntarily. He is out of active duty and intends to stay out.

Currently studying respiratory therapy, Harmon says being a student is a big relief. "I'm doing well in school now, not miserable like I was in the military," he says.

Harmon appreciates the difference between taking orders and taking independent responsibility for his own decisions. "I go to class,

I do the reading, and it's up to you to complete the assignments. In college, they treat you like a person."

Harmon was an active-duty combat medic in the 4th Infantry Division based out of Ft. Hood, Texas. He was part of the initial invasion force, which saw US forces push up from Kuwait to Iraq in March 2003. Looking back, Harmon says one of the hardest parts was seeing kids getting caught in the crossfire.

Once, Harmon remembers, he had to treat a two-year-old girl. She was shot in the thigh by a soldier in his unit reacting to a roadside bomb explosion. Harmon says she didn't cry: "She just looked at me like, 'What the fuck is going on?'" It

**Coming home felt 'like someone lifted a stone off my chest.'**

was crazy, like a two year old was adapted to all that violence." It was experiences like this that led Harmon to join Iraq Veterans Against the War once he was out of the Army.

When Harmon's unit returned home to Ft. Hood, there were rumors they might be deployed again. Harmon said he became defiant. He feared a policy called "stop-loss" that would force him to endure another tour in Iraq beyond the initial terms of his contract. "I stopped getting my hair cut," he says. "I stopped shaving. I stopped going to the daily physical training formations." Harmon's command agreed to relieve him before his contract was up. He recalls his commander saying, "We don't want a bad soldier infecting the ranks."

### NO VETS' COUNSELOR

While he considers himself better off as a civilian, Harmon complains that there is no designated veterans' counselor at BMCC, psychological or academic. "I was surprised," he tells *Clarion*. "There's tons of vets on campus. There should be more services for veterans." Harmon found out he was not eligible for the GI Bill only after going to the school's VA representative several times. The school says it has only one VA administrator who handles tuition assistance, among other duties.

BMCC has long had issues with lack of adequate student counseling services. The college's refusal to hire more faculty counselors has been a particular point of criticism.

There have been four major waves of troop deployment to Iraq. Every fall since 2002, tens of thousands of service members from all over the country prepare for combat operations. This semester is no different – and CUNY students will be among them.

*Fernando Braga is a student at Hunter College and a specialist in the 369th Sustainment Brigade, a US Army National Guard unit. He served in Iraq in 2004-5.*

## Flying under faculty radar

# New test arrives at CUNY

By **LENORE BEAKY**  
Vice Chair, University Faculty Senate

With little notice, a new test has arrived at CUNY. The Collegiate Learning Assessment (CLA) was administered to over 500 students at Lehman and City Colleges in 2005-6, and is due to be administered to hundreds of other CUNY students during 2006-7. Though top University officials hold positions with the test's vendor, no faculty governance body was consulted about the decision to employ the test at City University.

Benno Schmidt, who chairs CUNY's Board of Trustees, is also head of the Board of Trustees of CLA's vendor, the Council for Aid to Education (CAE). Eduardo Martí, president of Queensborough Community College, is a member of the CAE board. As a result, the persistent promotion of the CLA within CUNY has raised questions of conflict of interest.

### "NEEDS TO STAND APART"

On September 26, Chancellor Goldstein told the University Faculty Senate that in several conversations, Dr. Schmidt maintained that he had not influenced CUNY campuses to adopt the CLA and had indicated "that he really needs to stand apart from this, which he has." President Martí has told Queensborough's Academic Senate that, contrary to earlier plans, he has decided not to administer the CLA at his college "due to the appearance of a conflict of interest."

CUNY spokesperson Jay Hershenson told Clarion that Martí was the only CUNY college president with whom Schmidt had discussed the CLA. "Chairman Schmidt has also briefed Chancellor Goldstein and three members of the Chancellery... [on] developments relating to the CLA," Hershenson said. He noted that Schmidt "receives no compensation" for his work on the CAE board.

The development of the CLA coincides with a national push by the Bush administration and Congressional Republicans for "accountability" in the results of higher education – in particular through nationally standardized tests. The recent Commission on the Future of Higher Education (the "Spellings Commission") prominently mentions the CLA in its report as one possible standardized measure of student learning.

### "VALUE-ADDED"

Nationally, about 134 institutions have typically tested 100 entering students and a different sample of 100 seniors. Testing is done on the internet; results are graded by graduate students and E-rater, an electronic grading system developed by the Educational Testing Service. CAE charges \$6,300 to test 100 entering and 100 graduating students.

The CLA is described as a "value-added" test, and CAE claims its exam can measure changes in students' critical thinking, analytic reasoning and written communication skills during their college education. Students' results are expressed simply as a single number for each of the test's three sections; the exam is meant to evaluate institutions, not individuals.

The CLA consists of three parts, a "performance task" and two essays. In one sample performance task, the student plays the role of an advisor to the president of Dynatech, who must make a recommendation regarding the company's purchase of a small private plane, based on information in an online "document library."

The second task, a "make-an-argument" writing prompt, asks students to write an essay in response to a statement such as "There is no such thing as 'truth' in the media." The third task, a "critique-an-argument" prompt, asks students to analyze and evaluate the logic of arguments such as those connecting the unhealthy menu of the "Happy Pancake House" with adult obesity.

"Value added" is measured by the CLA in two ways. "Deviation scores" measure the difference between actual student performance and expected performance based on students' SAT or ACT. But SAT or ACT scores are themselves poor predictors of student performance – for example, studies at the University of California found that SAT scores help predict less than one-quarter of the variance in freshman GPA. Second, the CLA's "difference scores" contrast the scores of freshmen and senior test-takers. There is no control group. Currently, test results are not publicly released.

### 15 MINUTES

The CLA was designed for senior colleges. CAE's Community College Learning Assessment (CCLA), set to be administered to at least two CUNY community colleges this semester, is identical to the CLA except that deviation scores are based not on the ACT or SAT but on the Wonderlic, a 15-minute multiple choice test used at many community colleges across the country.

The CLA's methodology wins support from some. For example, Dean Savage, chair of the Queens College Academic Senate, says, "When the value of a college education is evaluated in terms of measures of prestige – endowments, library, entering SAT scores – public colleges will always lose out to the richer private schools. The CLA attempts to control for the average level of student ability and preparation, and then measure the 'value-added' of the educational experience at a college."

But Phil Pecorino, chair of Queensborough's Faculty Senate, questions the CLA's validity. "The CAE approach does not take into account whether the 'seniors' taking the instrument have spent two, four, six, eight or more years at a college or at different colleges," says Pecorino. "There is really no way to tell exactly how any college was responsible for the 'value added.'" The test has been neither normed nor validated,

### Questions raised about conflicts of interest

he asserts, and "the protocols for its administration are not fixed, permitting great variations in the sampling routines."

Whatever the CLA's merits, it is clear that the test was not introduced at City University because of faculty interest. While its use at CUNY goes back over a year, until recently no input from faculty appears to have been sought. CAE and its supporters say that the CLA will affect curricula, pedagogy, admissions, certification and retention – all matters of faculty responsibility according to Article 8.6 of the CUNY bylaws. CAE President Roger Benjamin asserts that the CLA can be "an inextricable part of the teaching/learning process," that it can guide "changes in courses, programs, and teaching," and can even be used to measure "teaching effectiveness" (*Peer Review*, Winter/Spring 2002).

CAE's connections to CUNY officialdom go beyond the presence of

Schmidt and Martí. CAE was a subsidiary of the RAND think tank until 2005, when it became independent in order to better promote its exam. RAND participated in Mayor Giuliani's 1999 evaluation of CUNY – summarized by the *Daily News* as, "An 'F' for CUNY" – and CAE President Roger Benjamin was a consultant to the mayor's task force.

Contacts between Benjamin and CUNY continued after the task force had concluded. University Dean for Undergraduate Education Judith Summerfield met with Benjamin in 2004 to discuss general education, and on March 1, 2006, Benjamin presented the CLA to CUNY's academic provosts and vice presidents. On March 6, President Martí described the CLA to the Council of Presidents, indicating that a meeting to discuss the test with community colleges was scheduled for March 29. According to the Council minutes, Chancellor Goldstein asked that President Martí "keep the Council of Presidents informed."

### VOLUNTARY?

In May 2006, Benjamin gave a workshop on the CLA at the CUNY General Education Conference, held at Queensborough – where it was announced that all CUNY community colleges would be involved in a pilot to see whether the CLA was adaptable to those colleges. Meetings were held in the summer with

CUNY community college testing officials, CAE staffers, and David Crook, the University Dean for Institutional Research and Assessment, who described himself as a "facilitator" for the administration of the test. However, CUNY central administration continues to describe the participation of the colleges in administering of the CLA as voluntary.

By last summer, the CLA had already been administered to about 500 entering and graduating students at Lehman and City Colleges in Fall 2005 and Spring 2006. College testing officials reported great difficulty in recruiting and motivating a sufficient number of students. Lehman students were paid \$50; CCNY students were offered such incentives as book vouchers and being listed as "Lumina Scholars" on their transcripts. (The Lumina Foundation is a financial backer of the CLA.) Lehman and CCNY officials say that they have "continuing commitments" to test students again in 2006-07.

"It is astounding that faculty, who are held accountable for curricula, program and degree development, for assessment and the granting of degrees, knew nothing about this," said Anne Friedman, PSC vice president for community colleges and secretary of the BMCC Faculty Council. "It is unacceptable that the chancellery would bypass elected faculty governance bodies on what is clearly an academic issue."

## Voters singing a new tune



When anti-war, pro-union candidate John Hall beat 12-year incumbent Sue Kelly in the 19th Congressional District, *The New York Times* called it "perhaps the night's biggest surprise" in the metro region. A former Saugerties school board member, Hall criticized the Bush administration's underfunding of education and its over-reliance on standardized testing. "Thank you to all my supporters, volunteers, and brothers and sisters in labor," Hall wrote on his website. "We couldn't have done it without you!" More than 200 PSC members live in the district, and the union's Legislative Committee called every one of them to urge a vote for Hall.

## HEALTH

# Labor, business & health care reform

By MARIE GOTTSCHALK

The umbrella of employee health benefits is growing increasingly threadbare. As Andrew Stern, president of the Service Employees International Union, declared recently: “[W]e have to recognize that employer-based health care is ending. It is dying in front of our very eyes.” Today, health benefits are once again a major arena of labor-management strife. And once again universal calls for universal health care by labor leaders mask important differences between them over health care reform. Some labor leaders are advocating a bottom-up mobilization in support of a single-payer solution that would dismantle the system of job-based benefits based on private insurance. Others are staking their health care strategy on wooing key business leaders to become constructive partners in some kind of unspecified comprehensive reform of the health system.

Meanwhile, employers have begun coalescing around the idea of an individual mandate as they have been off-loading more of their health costs onto their employees. Instead of penalizing businesses that do not provide health coverage for their employees, the focus

has rapidly shifted to penalizing individuals who do not secure at least a minimal package of health benefits. The growing popularity of an individual-mandate solution has the potential to unite employers, insurers, and others, creating a formidable obstacle to resolving the country’s health care crisis. The individual mandate provides a means for employers to essentially abdicate on questions of access and cost, as the burden of health care is increasingly defined as a problem for individuals, not business, society, or the government.

## WHO BEARS THE BURDEN?

With the rise of the idea of an individual mandate, we may be at the cusp of a fundamental change in ideas about the relationship between employers and health benefits. As some labor leaders look backward to the last battle over health care reform, business is rapidly staking out a new frontier with the individual mandate. The hope among some labor leaders that business holds the key once again to unlocking the health care stalemate is a false hope. It is an inadequate strategy to successfully challenge the indi-

vidual mandate and construct an alternative vision of reform that leads to a truly universal and just health care system.

The individual mandate is now all the rage in expert and more popular discussions of health policy. This idea appears to have suddenly burst into the policy limelight, but it actually has been years in the making. It is another example of the right-leaning radical incrementalism that aims to dismantle what’s left of employment-based health insurance and replace it with individually-focused programs such as Health Savings Accounts (HSAs).

The HSAs and individual mandate essentially ratify a new norm in social policy – that individuals, not employers, the state, or society, are primarily responsible for their own health care. This further erodes the idea that health insurance is a kind of social compact meant to help “equalize financial risk between the healthy and the sick,” as Malcolm Gladwell put it last year in *The New Yorker*.

After the defeat of Clinton’s health care plan, many advocates of a more equitable health care system looked hopefully to the states as the next promising frontier in health reform.

The hope was that the states would lead, as a stalemate persisted in Washington. The California legislature’s recent first steps toward creation of a single-payer plan demonstrate the continued promise and vitality of state-level reform efforts and labor’s key role. But right-leaning radical incrementalism has soldiered on in Washington. It is having a remarkable impact on the health care debate in some states, most notably Massachusetts, which last spring enacted an individual mandate.

Meanwhile labor appears to be vexed with internal divisions. These divisions and obstacles are not insurmountable, however. They do not foreclose a major role for organized labor in moving the United States toward the laudable goal of comprehensive, high quality, affordable health care for all.

*Marie Gottschalk, associate professor of political science at UPenn, will be the keynote speaker at the PSC symposium on health care reform, Dec. 2 from 10 to 3 at the Hunter School of Social Work, at 79th & Lex. (E-mail frangail@earthlink.net for more info). She is author of The Shadow Welfare State.*

*Adapted from “The Health of the Nation,” forthcoming in New Labor Forum, January 2007. (Subscription info: www.newlaborforum.org.)*

## Business likes the individual mandate.

## MEXICO

# Police attack Oaxaca’s teachers

By GERARDO RÉNIQUE  
CCNY

The occupation of the city of Oaxaca by federal police and their violent attempt to silence a pro-union radio station have complicated a tentative agreement reached days earlier between the Mexican government and Oaxaca’s teachers’ union.

In late October, the union’s negotiating team had agreed to a return to class in exchange for the government’s offer to remove education officials appointed by Oaxaca’s widely despised governor, Ulises Ruiz – in addition to increased federal funds for both teachers’ salaries and assistance for their impoverished students. The agreement also provided for the release of teachers and others detained in the long-running conflict. While contemplating a return to work, the teachers’ union also vowed to continue its alliance with APPO (the Oaxacan People’s Assembly), and to continue their joint struggle to remove Gov. Ruiz from office.

## ON STRIKE SINCE MAY

Oaxaca’s teachers have been on strike since May. In June, a violent police attack on the strikers led to a wave of public anger, sparking a grassroots uprising against Ruiz. The governor’s party, the PRI, has ruled Oaxaca for more than 70 years without interruption, and Ruiz is widely viewed as corrupt and autocratic.

Oaxaca’s teachers were divided over the proposal to return to work. Many in and around the capital city, and in the state’s central valleys, argued that a return to class before the departure of Ruiz would be betraying the broader fight for democracy. For teachers in the more prosperous regions of

the state, economic pressures (mortgages, car and appliance payments) were an important consideration, while those in poorer regions, often with closer links to the communities they serve, were more concerned about whether their students would lose the whole academic year.

Despite differences on strike strategy, all parts of the union agreed that the struggle to remove Ruiz had to continue. Late August and September saw increasing attacks by pro-government thugs and paramilitary forces, beating up and shooting at striking teachers and APPO supporters. Barricades protecting pro-union radio stations were a frequent target.

The last two weeks of October became the bloodiest of the conflict, with death squads killing six people – three of them teachers. On October 27 Ruiz’s forces carried out a series of simultaneous attacks and three people were killed, including teachers’ union member Emilio Alonso Fabian and the American independent journalist Brad Will, from New York’s Lower East Side. The next day saw federal police move to occupy the city with an unprecedented contingent of 5000 police, anti-riot vehicles, and a fleet of six helicopters.

To avoid further bloodshed APPO instructed people to resist by peaceful means and to avoid violent confrontation. As the troops moved into the city, some activists formed human chains to block the way forward. Others threw themselves in front of advancing vehicles. With indiscriminate use of water cannons and tear gas, police finally subdued this resistance. In other parts of the city, students and neighbors defended their

barricades with sticks and stones; in one of these encounters a nurse and a child lost their lives. Late in the evening, exhausted police finally took control of Oaxaca’s main square, which had served as headquarters for the teachers’ strike and symbolic center of the democratic insurgency.

## 100,000 MARCH

Instead of spreading fear and complacency among the population, the police intervention backfired. Thousands demonstrated peacefully in the streets and by the next morning APPO established a new headquarters in a plaza just a few blocks from the main square – which was now closed off with razor wire and armored vehicles. When police tried to occupy the campus of Benito Juárez University – in violation of Mexico’s strong tradition of university autonomy – to silence a student-controlled radio station, popular anger boiled over and the Federal forces were met with a hail of bricks and stones. After a six-hour battle the police retreated and the radio – now the only place where the teachers’ union and APPO can broadcast their point of view – remained on the air. Two days later more than 100,000 Oaxaqueños and supporters from other states marched to demand an end to the federal occupation and Ruiz’s resignation. The detention, torture and disappearance of dozens of school teachers, APPO members and supporters during the previous few days did not deter the mobilization.

Under these circumstances, teachers’ return to class was only partial statewide, and non-existent in Oaxaca’s capital. Seeing city streets filled with federal police in riot gear



At the Mexican consulate in NYC on Nov. 13, PSC members protest the killings in Oaxaca.

also deterred parents from sending their children to school.

Oaxaca’s immediate future is uncertain, but the struggle there has galvanized new attention on the neglected state of public education in Mexico. In the neighboring state of Guerrero, for example, students occupied the teachers’ college to protest the closing of its indigenous education program.

The privatization and deterioration of Mexico’s schools has been of little concern to the national teachers’ union, under the control of a patronage-ridden group closely linked to Ruiz’s party, the PRI. A democratic opposition, active since the 1970s, has won control of the union in Oaxaca and several other states, and is now moving quickly to establish an independent union for all education workers. A hallmark of the new union is sure to be that it fights not only for higher wages, but also to improve conditions for Mexico’s impoverished students and their schools.

*Gerardo Rénique and Tami Gold, PSC chapter chair at Hunter College, have recently completed a video about Oaxaca. For more info or a free copy, contact grenique@yahoo.com.*

## Union activists & a US journalist killed

## NEGOTIATIONS

# The next contract

By **BARBARA BOWEN**  
PSC President

The ink was, literally, not dry on the current contract (the contract booklet is being printed as *Clarion* goes to press) when I wrote to CUNY management on November 3 with a formal request to begin negotiations on the next one. The present contract expires less than a year from now, on September 19, 2007.

Together with the PSC Executive Council, I decided to initiate negotiations now for two reasons: first, management's insulting delay in settling the last agreement; and second, political developments in recent weeks. One sign of those developments was the quick contract settlement reached by the United Federation of Teachers (UFT) on November 6, just days after we wrote to CUNY.

An early start to negotiations does not guarantee a timely finish, however, as we learned in the last round. Last time, the PSC initiated the process well before the previous contract expired. CUNY management then sat at the bargaining table for nearly two years before offering us a penny. There was no way the PSC would settle a contract in the absence of any financial offer. We were in negotiations for more than three years because that's the time it took to get CUNY management to increase their economic offer.

I suspect that Chancellor Goldstein and his representatives (the same folks who recently rewarded themselves with a fat raise) have learned from the last round that they should not repeat their four years of delay. But we cannot count on their enlightenment or their good will – these are the same people who have so far allowed college presidents and managers to circulate misinformation on the current contract (more about that later). The PSC leadership decided that we needed to start early and press hard.

## NEW LANDSCAPE

The other reason to begin now is that the political landscape for this round of negotiations is different from the one we faced last time. The quick settlement reached by the UFT is one sign of that, and it may be followed by similar contracts for other City unions. For the PSC, though, the process is more complicated. Under the law, we do not bargain directly with the City, as the UFT and other municipal unions do. We bargain with CUNY, and CUNY has to secure approval of any contract terms with the PSC from both the City and the State. If all public employee contracts are political, ours is doubly so – when we bargain with CUNY, we feel the presence at the table of both Albany and City Hall.

A primary reason for the less embattled tone as this round of collective bargaining begins is the presence of a coalition of unions. The specter of unions working together – the most obvious thing in the world and the only way to shift the balance of power – so worried the City that they settled a quicker and better contract with the first union, District Council 37, than had been reached in several previous rounds. In saying this, I do not mean to take anything away from the negotiators at DC 37 or the urgency of their members' needs, but the

coalition made a measurable difference. By agreeing to a non-concessionary agreement with DC 37, the City hoped to reduce other unions' incentive to join the coalition. If you were the City (at least this capitalist City, which views the workforce as an expense rather than an asset) wouldn't you want to de-fang the first New York City labor coalition in thirty years? Especially after a transit strike that allowed New York to glimpse the power of labor militancy for the first time in decades, wouldn't you want to blunt the possibility of a real movement among the city's 300,000-strong workforce?

## AROUND INFLATION

While the agreements reached so far with DC 37 and the UFT are far better than the punitive agreement that set the pattern for City bargaining in the last round, they still just hover just around or below the level of inflation. They do not contain any money beyond the salary increases and modest welfare fund increases, which would be needed if we were to pay for structural changes in working conditions – such as the increased sabbatical pay or decreased workload at City Tech that the PSC negotiated in the current contract.

Crucially, though, the new contracts are not built on concessions; the City has dropped its demand that all salary increases be “paid for” by give-backs. For many unions participating in the coalition, the overriding goal was to move forward with contracts free of concessions and reach settlements without forcing members to wait years for their money.

The PSC leadership felt we should be in a position to move quickly, even though we are affected by the pace of negotiations in the State as well as the City. Labor negotiations for State unions are moving more slowly, especially because the new governor does not take office until January. One of members' consistent themes in conversations during this fall's “listening campaign” was rage about CUNY's delay in settling the last contract. The costs of that delay to faculty and staff – financially, academically and emotionally – were enormous, and have left a legacy of bitterness about the employer that CUNY will have to work to undo.

## STRATEGIC THINKING

Hard as it was, the last contract campaign positions us well to think about how to approach this one. The thing that struck me most during the listening campaign was the sophistication of CUNY faculty and staff in

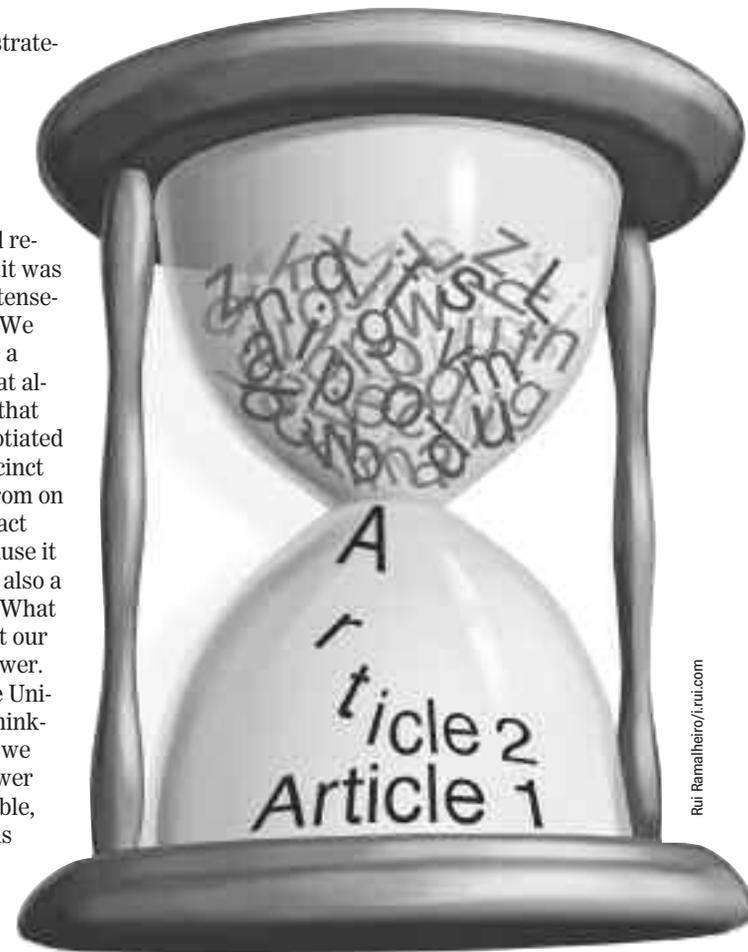
thinking about the strategy for the next contract. I remember when I first came to CUNY getting a summary of the proposed new contract in the mail and receiving no hint that it was the product of an intensely political process. We were infantilized by a union leadership that allowed us to believe that contracts were negotiated in some remote precinct and handed down from on high. The last contract fight, precisely because it was so intense, was also a school of unionism. What it taught us was that our contract is about power. Members across the University have been thinking hard about how we can increase the power on our side of the table, and what that means for the kinds of demands we make.

“We should talk about the nature of political struggle,” said Alvin Tramble, a student recruitment counselor at Bronx Community College, when asked about the next round of bargaining.

## SPEED

Moving quickly to be ready to enter negotiations should allow us to deepen that conversation. Speed is not incompatible with developing our list of demands democratically, especially because there has been widespread discussion on the subject this fall. Many chapters will be discussing how to formulate a strategic list of demands in chapter meetings, and the November 30 Delegate Assembly (DA) will include a preliminary discussion of the issue. After a chance for further discussion with members, delegates will vote at a later DA, as the PSC Constitution requires, on the final list of demands. The DA is open to all members; you are welcome to attend.

I cannot leave the subject of a new contract, however, without a few words on the present one. First, congratulations to every one of you who fought for increased Welfare



Rui Ramalheiro/i.rui.com

Fund contributions by CUNY. The 20% increase in their annual contributions – together with the one-time amount of \$31 million from our settlement – stabilized the Fund and paid for the new dental plans unrolled this month. The PSC is among the few unions in the country at the present moment that bargained an *increase* in its health benefits. Second, the answer to everyone who has asked about a new contract booklet is Yes: every PSC member will receive a printed copy of the 2002-2007 contract by mail this fall.

Third, contrary to what you may hear from management on your campus, there *is* enough money in the contract settlement to pay for the sabbaticals at 80% pay. We negotiated additional money for *both* the difference between 50% and 80% and the expected increase in the number of sabbatical applications because of the new rate. And last, if management on your campus tells you something different about this contract from the information you have received from the union, check with your chapter chair or PSC grievance counselor. We fought hard for every word of this agreement, and the best basis for negotiating a new one is to insist that this agreement be implemented right.

## We have asked for bargaining to begin.

## Clarion DECEMBER 2006

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# Solving the college staffing crisis

By **MARIYA GLUZMAN**  
Brooklyn College  
& **PETER HOGNESS**

American higher education is in crisis – but most Americans don't know it.

"Less than 30% of the instructional workforce are now in full-time tenured or tenure-track positions," says Larry Gold, director of the higher education division of the American Federation of Teachers (AFT). "The rest are in shaky assignments." This shift has meant low pay and insecurity for part-time and contingent academics, and overwork for the shrinking number of tenured faculty. "This is not healthy for higher education," says Gold.

"How can one of the most unionized industries in the country, higher education, have allowed a situation to develop in which 70% of the jobs are contingent or part-time?" asks PSC President Barbara Bowen. "That situation would be unthinkable in law or medicine, or even K-12 teaching. It is a challenge to our national union to try to undo the broken labor system."

## NATIONAL CAMPAIGN

The AFT is now poised to do exactly that. The national union is about to launch a campaign, based on a proposal submitted by Bowen, that aims to change the structure of academic employment in the United States.

The proposal dates back to 2005, when Bowen urged that the AFT develop its own legislation to address the staffing crisis and launch it in several states at once. An AFT working group on the academic staffing crisis, chaired by Bowen, drafted a detailed proposal, with input from local leaders in Washington, California, Michigan, and Rhode Island. The proposal was approved by the AFT Executive Council earlier this year.

The centerpiece of this Faculty and College Excellence Campaign will be the simultaneous introduction of legislation in close to 20



Higher education delegates meet at the AFT convention. In second row, PSCers Jack Judd, Anne Friedman, Iris DeLutro.

states and at federal level that would reverse the erosion of full-time, tenure-track positions, and ensure fair treatment for those on part-time or temporary lines.

The model bill now being drafted has two key goals: 1) achieving parity for contingent academics in pay, health care, pensions and other benefits; and 2) attaining a 75/25 ratio between full-time tenured or tenure-track jobs and contingent or part-time positions.

"The goal is to get legislation introduced in as many states as possible at the same time across the country," said Juliette Romano, president of United College Employees at Fashion Institute of Technology and a member of the AFT's higher education committee. "The object is to make this a national issue."

"To develop the version that will be introduced in New York," Bowen said, "the PSC is working with New York State United Teachers, United University Professions and community college unionists at SUNY."

"Every state will develop its own version," Gold explained, but each state's bill will have the same name and the same core goals. To achieve those goals will cost money, and the legislation would establish a "faculty restoration and equity fund" to pay for new full-time tenure-track lines and equity

in salary and benefits for contingent faculty. To get this legislation passed will not be easy, but Gold is confident that with persistence it can be done. "This will be a multi-year campaign," he told *Clarion*. "With testimony at public hearings, through direct outreach, we'll develop a constituency for it."

## CHANGE THE DEBATE

At CUNY, roughly 50% of all undergraduate courses are taught by adjuncts. AFT delegate Kathy Holland says that in the Los Angeles Community College District, where she works, part-time faculty outnumber full-timers three to one. These facts are all too familiar for anyone who works in higher education. Yet this sea change in the structure of academic employment was completely ignored by the Bush administration's Commission on the Future of Higher Education (the "Spellings Commission").

"If the commission had included at least one representative from a faculty organization," said AFT President Ed McElroy, "an issue like the staffing crisis would not have been ignored."

"The national debate about higher education has been dominated by the far right and by fear-mongering about 'dangerous' professors," said Bowen, who is an AFT vice president. "That is simply a distraction from the real issue: higher education

has been hollowed out by decades of under-staffing." When she proposed a bold, multi-state campaign to turn this trend around, Bowen told *Clarion*, "my goal was to reframe the debate nationally about higher education."

"American higher education now appears to be at a crossroads," declared a resolution approved at last summer's AFT convention. "The achievements of the past have been put at risk by the employment policies of the present." Bowen emphasizes that restoring full-time faculty lines and treating part-time faculty fairly will benefit students. "This is about providing our students the education they deserve," she told *Clarion*.

"The loss of good, tenured jobs and the exploitation of contingent faculty are two sides of the same coin," said the AFT's Gold. "Both result from a lack of funding for public education – and both trends are bad for students."

"The dearth of full-time positions has meant that the full-time faculty who remain are less and less able to devote the time they need to their research and teaching because they have an increased share of the responsibility for student advising, college governance and curriculum development," notes the AFT resolution. "So long as part-time/adjunct faculty have to run from job to job to earn a living, so long as they have to worry about obtaining health and

pension benefits...so long as they are the academic equivalent of pieceworkers, the quality of education, research and community service offered by American colleges and universities will suffer." Despite contingent faculty's dedication to their students, no one can do their best work in bad conditions.

A large number of contingent faculty are "temporary" or "part-time" in name only. Many have been teaching at the same institution for 10 or even 20 years, and those who pay the rent by stitching together several "part-time" jobs can spend more time in the classroom than their full-time colleagues. Students benefit from these many years of experience yet adjuncts' seniority generally goes unrecognized.

If the AFT's legislative campaign is eventually successful, and the state-mandated baseline of 75/25 is put into effect, it is a matter of simple arithmetic that fewer part-timers will be needed. What would happen to the contingent faculty of today?

Gold says that the AFT's model legislation will include some form of preferential consideration for part-timers already employed by institutions. One model for this could be the 100 conversion lines won in the current PSC contract. These are full-time lecturer lines that departments will fill by hiring from the pool of the most experienced CUNY adjuncts. (See the Summer 2006 *Clarion*, p. 9.)

## PARITY

Of course, 100 lines is a drop in the bucket, and even the additional 500 conversion lines that the PSC has proposed for state funding would only be a start. But these initiatives give one example of how experienced adjunct faculty could be retained. And winning pay and benefit parity for contingent faculty would give colleges less reason to resist moving contingent faculty onto full-time lines.

"The staffing crisis in higher education has grown worse each year," said Bowen. "It's time to stop living with it, and start solving it."

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## 15-MINUTE ACTIVIST

### Protect your own health and safety on the job

Among the most consistent themes to emerge in the PSC "listening campaign" is that CUNY buildings are too often unhealthy and even dangerous. Who can do their best work – or any work – when they have to contend with noxious fumes, falling ceiling tiles, mice and even rats in the classroom and buildings dangerously in need of repair? It is CUNY management's responsibility under the contract to provide an environment that

is "free from recognized hazards." Unfortunately, we often have to hold them to that responsibility. Help the union to do that by writing down every unhealthy or unsafe condition you observe; help us to create a written record. Send your comments to the PSC Health and Safety Committee's staff assistant, Lavina Maykut, at [lmaykut@psccmail.org](mailto:lmaykut@psccmail.org). She will contact your chapter chair and the Health and Safety Committee co-chairs.